

1.0 Introduction

- A. This describes the exterior painting services scope of work for the U.S. State Department Embassy located at 86 Prome Road. The exterior painting services shall be done at the Charge d’Affaires residences located at 86 Prome Road.
- B. The facility, 86 Prome Road is located in Rangoon, Burma. All inspections shall be requested through the Embassy’s Facility Manager.
- C. Work shall be completed as expeditiously as possible. The Charge d’Affaires residences shall be occupied during the execution of this contract. Contractor shall coordinate with Contracting Officer for work phasing and job sequencing with work commencing and completing.
- D. All labor, material, equipment, government permits, and travel not specifically referred to herein that is required to meet the functional intent of replacement of the parquet floors of this specification, shall be provided without additional cost to the U.S. Government.

2.0 General Requirements

- A. The contractor shall provide quantity of construction personnel, equipment, materials, tools, and supervision as needed to complete the services that meet the technical requirements in this statement of work (SOW). It is expected that the contractor shall partner closely with Embassy personal.
- B. The Contractor shall have limited access to or be admitted into any structure outside the areas designated for the project except with permission by the Embassy. The Contractor shall address the impact of the consequent disruption and provide for a continuing level of operation for continuous occupation of the residence during construction.
- C. The work shall be executed in a diligent manner in accordance with a negotiated firm fixed price and performance period. The period of performance for all Phases of the project shall be completed in 120 days from Contract Award.
- D. The contractor shall provide within 5 working days of award a detailed phasing plan with a construction schedule of the three rooms that are to be replaced. Construction of the parquet floors can only occur at one room at a time. The schedule will be approved by the Facilities Manager.
- E. Working hours are from 8:00 to 17:00 Monday through Friday.
- F. The contractor shall provide a list of all the names of personal that are to work on the project to the Regional Security Officer. The Embassy work inspector will help coordinate between the Regional Security Officer and the contractor.
- G. The contractor shall provide a full time project manager for the project.
- H. The contractor is responsible for damage to the work site area and will restore to original condition.

3.0 Contract Administration

- A. The Contractor shall not conduct any work that is beyond this Statement of Work and accompanying specifications unless directed in writing by the Contracting Officer [CO]. Any work done by the Contractor beyond this SOW and accompanying specifications without direction from the CO will be at the Contractor's own risk and at no cost to the Embassy.
- B. The Contracting Officer shall provide a Notice to Proceed [NTP] to the Contractor. No work shall be initiated until the NTP is issued by the CO.
- C. The Contracting Officer may designate more than one individual to serve as the Contracting Officer's Representative [COR]. The Contractor will be furnished evidence of COR appointments, including explicit authority delegated to each COR and their responsibilities.
- D. The Embassy does not make representations or warranties of whatsoever kind or nature, either expressed or implied, as to the quality, level of completion, accuracy, extent of compliance with the standards, codes and requirements described or referred to in this SOW, or the extent of coordination between or among the documents provided to the Contractor.
- E. The Embassy's review, approval, or acceptance of, nor payment for the services required under this contract shall be construed to operate as a waiver of any rights under this contract or any cause of action against the Contractor arising out of the performance of this contract.
- F. The Embassy has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Office of Overseas Buildings may perform quality assurance inspections [QAI] and tests during construction to confirm the work is installed according to the SOW.
- G. The Contracting Officer has the authority to issue a temporary stop order during the execution of any particular phase of this SOW. This authority may be executed when the Embassy requires time for official functions, or is in possession of specific credible information indicating that the lives of Embassy personnel are immediately threatened and that the execution of the project will increase the Embassy's vulnerability. The Contractor shall promptly notify the CO that work has been stopped.
- H. If any of the Contractor's services do not conform to the contract requirements, the COR may require the Contractor to perform the services again in conformity with the contract requirements. The Embassy may by contract or otherwise, perform the services and charge the Contractor any cost incurred by the Embassy that is directly related to the performance of such service or terminate the contract for default.
- I. The Embassy has the right to terminate this contract of convenience at any time in whole, or from time to time, if the Contracting Officer determines it is in the interest of the Embassy.

4.0 Responsibility of the Contractor

- A. The Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all construction and other services furnished under this contract. The Contractor shall, without additional compensation, correct or revise any errors or deficiencies in its construction and other services.
- B. The Contractor shall identify a Project Site Manager who shall be responsible for the overall management of the project and shall represent the Contractor on the site during construction. The Project Site Manager shall be approved by the COR.
- C. The Project Site Manager shall attend all project meetings, prepare Status Reports on the project and submit them to the COR. Status Reports shall contain meeting minutes, accomplishments, a rising concerns and proposed solutions, any proposed changed orders, and any other pertinent information required to report the progress of performance.
- D. All documentation produced for this project will become the ownership of the Embassy at the completion of this project.
- E. The Contractor shall verify that all materials, equipment, and systems provide operational dependability. The Contractor assures the completed construction shall be easily maintained or replaced with readily available materials and services.
- F. Any cost associated with services subcontracted by the Contractor shall be borne by and be the complete responsibility of the Contractor under the fixed price of this contract.
- G. The Contractor is responsible for safety and shall comply with all local labor laws, regulations, customs and practices pertaining to labor, safety and similar matters. The Contractor shall promptly report all accidents resulting in lost time, disabling, or fatal injuries to the COR.
- H. The Contractor shall be and remain liable to the Embassy in accordance with applicable law for all damages to the Embassy caused by the Contractor's negligent performance of any of the services furnished under this contract. The rights and remedies for the Embassy provided for under this contract are in addition to any other rights and remedies provided by law.

6.0 Pre – Construction Requirements

- A. The Contractor shall examine all the documents and visit the the site to fully inform themselves of all the conditions and limitations applied to the work and submit a firm fixed price cost proposal for all the work. No subsequent cost allowance will be made to the Contractor for neglect of the existing conditions.
- B. Provide a statement that the Contractor’s company and all personnel are experienced in installation of parquet teak floor similar to type and scope required for the work.
- C. The Contractor shall prepare and submit a Quality Control Schedule [QCS] and Project Safety Plan [PSP] to address the project. The QCS and PSP are intended to document the entire project from beginning to end.
- D. Submit a copy of a Contractor’s Installation Guarantee covering the work, labor and equipment for a period of three [3] year(s) at no cost to the Embassy signed by the Contractor.
- E. Submit a Bill of Materials [BOM], product literature, samples and standard specification submittals of all materials to be used in the project provided by the contractor. The BOM's shall list the equipment and materials in sufficient detail that a purchase order for

the materials and equipment can be executed without further elaboration or specifications. These documents will be used by the Embassy to approve all equipment and materials.

7.0 Construction Requirements

- A. No construction shall begin until approvals of the Pre-Construction Submittals are accepted by the COR.
- B. The Contractor shall be responsible for all required materials not provided by the Embassy, equipment and personnel to manage, administer, and supervise the project. All workmanship shall be of good quality and performed in a skillful manner as determined by the COR.
- C. All materials and equipment incorporated into the project shall be new unless noted otherwise. The Contractor shall transport and safeguard all materials and equipment required for construction.
- D. Equipment and materials shall be carefully handled, properly stored, and adequately protected to prevent damage before and during installation, in accordance with the manufacturer's recommendations. Damaged or defective items shall be replaced. The contractor will be responsible for security of all materials and equipment.
- E. Receipt Of Materials - Shipment of equipment, materials, and supplies shall be addressed to the Contractor - not the Embassy. The Contractor must be on hand to accept shipments; the Embassy will not accept shipments.
- F. The Contractor will be provided with a storage and staging area as determined by the COR. The Contractor shall be responsible for restoring the area to its original condition at the completion of the work. The Contractor shall be responsible for repair of any damage incurred to buildings or pavement as a result of storage activities. The Contractor is responsible for obtaining any additional off compound storage areas as required.
- G. The Contractor shall at all times keep the work area free from accumulation of waste materials. Upon completing construction, the Contractor shall remove all temporary facilities and leave the project site in a clean and orderly condition acceptable to the COR.
- H. The Contractor shall perform the work at the site during the Embassy's normal workday hours, unless agreed upon with the COR.
- I. The Contractor shall be responsible for connection of temporary utilities to existing utilities including water and power lines. All temporary connections to local water and power lines shall be coordinated with the COR. The Contractor shall pay all costs incurred in connecting, converting, and transferring the utilities to the work.
- J. The Contractor shall be responsible for making connections including providing back flow preventer devices on connections to domestic water lines, providing transformers, and for disconnections.
- K. At the end of each work day, or notification of a temporary stop order, the Contractor shall lower and fixed all temporary work platforms and/or harnesses. Contractor shall notify the COR of the temporary barricade locations. Beginning the next workday, the contractor shall remove the temporary barricades before continuing the project.
- L. Storm Protection - Should warnings of wind of gale force or stronger be issued, the Contractor shall take every practicable precaution to minimize danger to person, the work

and adjacent property. Precautions shall include, but not be limited to, closing all openings, removing all loose materials, tools and equipment from exposed locations, and other temporary work.

- M. Cleanup - The Contractor shall keep the work area, including storage areas, free from accumulations of waste materials on a daily basis and comply with all federal, state and local regulations pertaining to the storage, transport and disposal of wastes. The Contractor shall not use Embassy waste disposal facilities including garbage cans, trash piles or dumpsters.
- N. Landscape Restoration - The surfaces of all unpaved areas disturbed by construction activities shall be sodded with an approved grass native to the sodded area as approved by the COR. These shall include areas which existing pavement is removed, areas where excavation takes place, and areas where existing sod is killed or compacted by construction activities. Landscape shrubs killed or damaged by construction activities shall be replaced with same species and size.

8.0 Criteria

- A. The Contractor work shall in accordance with U.S. codes and standards. The COR will review and comment on the Contractor’s submissions using the following codes and standards: American Society for Testing & Materials, and 2003 International Building Codes.

9.0 Deliverable Schedule

- A. The Contractor shall commence work under this contract promptly, execute the work diligently, and achieve final completion and acceptance including final cleanup of the premises within the period specified.
- B. Milestones:

Contractor Pre-Proposal Site Visit	<i>[TBD]</i>
Award of Contract & Notice to Proceed	<i>[TBD]</i>
Pre-Construction/Painting Submittals	Within 10 days of NTP
Embassy Submittal Review	20 days
Construction/Painting Begins Within	30 days of NTP
Construction/Painting	<i>[TBD]</i>

10.0 Project Security

- A. The work to be performed under this contract requires that the Contractor, its employees and sub-contractors submit corporate, financial and personnel information for review by the Embassy. Information submitted by the Contractor will not be disclosed beyond the Embassy.
- B. The Contractor shall submit this information including construction vehicle requirements within 10 days of the Notice to Proceed.

11.0 Payments

- A. The Contractor shall provide a fixed priced lump sum proposal to the Contracting Officer. The Contractor may submit requests for progress payments at monthly intervals to cover the value of labor and materials completed to date. In making progress payments, there shall be retained 10% of the amount due until final completion.
- B. The Contractor shall submit one copy of all payment invoices, with the appropriate backup documents to the COR. The COR will determine if the invoice is complete and proper as submitted. The COR also will determine if billed services have been satisfactorily performed and if expenses billed are correct. If it is determined that the amount billed is incorrect, the COR will within seven days, request the Contractor to submit a revised invoice.
- C. The Contractor shall specifically identify his last invoice "Final Invoice." The Final invoice shall include the remaining payment claimed to be due under the basic contract and all modifications issued, if any. The final invoice shall also have the Contractor's Release of Claims Certificate attached.

12.0 Submittals

- A. The Contractor shall be required to prepare and submit reports, bill of materials, product literature, drawings, specifications, quality control schedules, safety plan and construction costs. These documents shall provide the necessary interfaces, coordination, and communication between the Embassy and Contractor for the delivery of a completed project.
- B. The contractor shall provide detail specification sheet(s) of all products to be used on site to the facilities manager and must be approved prior to starting the project.

13.0 Approved Materials

- A. Alkali Resistant Solvent Base Sealer/Primer (Oil Base Sealer). The primer must be lead-free and rated for exterior use only. The approved brands for the project are the following: ICI, UPG or Nippon. No other type of primer paint will be approved.
- B. The finishing paint shall be 100% acrylic latex type that is rated for exterior use only and lead-free. The approved brands of paint are the following: ICI, UPG or Nippon. No other type of finish paint will be approved.
- C. The approved putty/filler can be from the following brands: STO Seal Cementitious Skim Coat, RJ Wall Putty, or Smart Coat.

14.0 General Scope of Work

- A. The contractor shall perform all repairs, caulking all glass panel doors/windows and painting services of the Charge d'Affaires residences at 86 Prome.
- B. The contractor shall apply the INCHEM urethane where previously coated.
- C. The contractor shall provide all plants, equipment, tools, labor, materials and all other required items.
- D. The Contractor shall make repairs to masonry defects such as cracks, and replace flaking, chipped, crumbling or missing plasterwork as required in accordance with work requirements and specifications. In the case of major cracks the repair method shall be by stapling method for dormant cracks and finishing off with plaster and filling paintable sealant for active cracks.
- E. All repairs to masonry and painted surfaces are to be restored to original (new) condition. The Contractor shall be responsible for the removal from the premises and disposal of all debris, packing materials, and discarded items before final acceptance of his work. All works shall be carried out in accordance with the work requirements and specifications.
- F. All materials, method, and supplies required to paint the exterior Charge d'Affaires residences at 86 Prome Road shall be approved by the US Embassy Work Inspector and Facilities Manager.
- G. All work shall be done in a safe manner that meets the U.S. Government standards and regulations.

15.0 EXTERIOR MASONRY AND CONCRETE SURFACE PREPARATION

- A. Remove all old paint and loose surface material by means of high pressure wash, scrapper and power grinder.
- B. Thoroughly remove all deteriorated plaster by mechanical means down to good condition.
- C. Perform repairs on major cracks by stapling method for dormant cracks and finishing off with approved quality cement mortar and filling paintable sealant for active cracks.
- D. Restore damaged plaster area with approved quality cement mortar.
- E. Allow to dry

16.0 SURFACE PREPARATION FOR WOOD SUFACES

- A. Remove all loose surface material by means of high pressure wash, scrapper and power grinder.
- B. Wood to be painted must be dry, clean free from oil/grease
- C. Smooth surface by coarse and fine sanding.
- D. Patch all cracks and holes with wood filling putty.

17.0 SURFACE PREPARATION FOR METAL SURFACES

- A. Metal to be painted must be dry, clean free from oil/grease
- B. Remove all loose surface material by means of power brushing or sand paper.
- C. Smooth surface by coarse and fine sanding.

18.0 APPROVED APPLICATION PROCESS EXTERIOR MASONRY AND CONCRETE SURFACES

- A. Apply 1 coat alkali resistant solvent base sealer/primer to all surfaces to be painted. The prime shall be from the approved material list in section 1.3.
- B. Apply filler and smooth with fine sand paper to avoid blemishes on finished surface. Filler shall not be applied no thicker than 1/16 of an inch for each coat without allowing proper drying period.
- C. Apply acrylic based, exterior grade paint, providing a minimum of 2 full coats or more and until the surface is fully opaque over all surfaces, allowing 3 hours drying time between coats.

19.0 APPROVED APPLICATION PROCESS EXTERIOR PAINTING FOR NEW WOOD

- A. Before painting, the surface must be clean, free from dust and any foreign matter.
- B. Prepare by sanding to establish a smooth clean surface.
- C. Apply one coat of wood primer.
- D. Level out any irregularities of the applied substrate by fine sanding.
- E. Apply 2 coats or more of Enamel paint until the surface is fully opaque over all surfaces.

20.0 APPROVED APPLICATION PROCESS EXTERIOR PAINTING FOR EXISTING WOOD

- A. Before painting, the surface must be clean, free from dust and any foreign matter.
- B. Level out any irregularities of the applied substrate by fine sanding.
- C. Apply 2 coats or more of Enamel paint until the surface is fully opaque over all surfaces.

21.0 APPROVED APPLICATION PROCESS EXTERIOR PAINTING FOR NEW METAL

- A. Apply 1 coat of lead free primer to the surfaces to be painted.
- B. Apply 2 coats or more of Enamel paint until the surface is fully opaque over all surfaces.

22.0 APPROVED APPLICATION PROCESS EXTERIOR PAINTING FOR EXISTING METAL

- A. Before painting, the surface must be clean, free from dust and any foreign matter.
- B. Prepare by sanding and scraping, sand blasting or using old paint remover to establish a smooth clean surface.
- C. Apply 2 coats or more of Enamel paint until the surface is fully opaque over all surfaces.